

FILED
Clerk
District Court

OCT 17 2005

For The Northern Mariana Islands
By _____
(Deputy Clerk)

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Attorney for Plaintiff

IN THE DISTRICT COURT

FOR THE

NORTHERN MARIANA ISLANDS

YU SUK CHUNG,

Plaintiff,

vs.

**WORLD CORPORATION
A CNMI Corporation.**

Defendant.

Civil Action No. 04-00001

**SUBMISSION PURSUANT TO
LOCAL RULE 16.2 C. J. (e) (7) (a) (3)**


Trial Date : October 31, 2005

Time : 9:00 a.m.

Judge : Hon. Alex R. Munson

COMES NOW, Plaintiff through his counsel, Colin M. Thompson, to submit statements to be offered at the trial other than for impeachment or rebuttal and designation of excerpts from depositions. This submission totals of 19 pages.

Dated this 17th day of October, 2005


COLIN M. THOMPSON
Attorney for Plaintiff

REQUESTS FOR ADMISSIONS AND RESPONSES:

1. Admit that You terminated Plaintiffs employment with World Corporation.

Response: Denied.

2. Admit that You refused and continue to refuse to provide employment to plaintiff.

Response: Denied.

3. Admit that You hired Plaintiff.

Response: Denied.

4. Admit that Plaintiff was employed by World Corporation.

Response: Denied.

5. Admit that World Corporation made payments to Plaintiff in exchange for his service.

Response: Denied.

6. Admit that Plaintiff was not employed by World Corporation.

Response: Admitted.

7. Admit that Plaintiff's personnel file contains no record of discipline relating to Plaintiff's performance of services for World Corporation.

Response: Admitted.

8. Admit that you were aware of the laws of the CNMI at the time you hired Plaintiff.

Response: Objection. It is impossible to determine what laws are referred to. Therefore, World Corporation can neither admit nor deny this admission.

9. Admit that Plaintiff is no longer employed by World Corporation.

Response: Admitted that Plaintiff is not currently employed by World Corporation.

10. Admit that Plaintiff has requested to return to his position of World Corporation.

Response: Admitted that Plaintiff requested employment with World Corporation.

1 11. Admit that You entered into an employment contact with the Plaintiff.

2 **Response:** Denied.

3 12. Admit that you directed Plaintiff to go to Saipan to work for World Resort.

4 **Response:** Denied.

5 13. Admit that at the time You offered Plaintiff Employment with World Corporation, You
6 intended to induce Plaintiff to accept Your offer.

7 **Response:** Denied.

8 14. Admit that You did not apply for a CNMI non resident worker contract for the
9 Plaintiff.

10 **Response:** Admitted.

11 15. Admit that when You hired Plaintiff, You did not intend to promise Plaintiff three (3)
12 years employment with World Corporation.

13 **Response:** Denied.

14 16. Admit that You knew that Plaintiff was employed by Kangwon Land at the time you
15 first offered Plaintiff Employment with World Corporation.

16 **Response:** Denied.

17 17. Admit that You threatened Plaintiff with deportation.

18 **Response:** Denied.

19 18. Admit that on April 25, 2003 Chairman Cho appointed Plaintiff as the General
20 Manager of World Resort and as Vice President of World Corporation.

21 **Response:** Denied.

22 19. Admit that when You hired Plaintiff you knew that he and his family would relocate
23 from Seoul, Korea to Saipan, CNMI.

24 **Response:** Denied.

1 20. Admit that World Corporation is a separate and distinct corporation from World
2 Construction.

3 **Response:** Admitted.

4 21. Admit that You cheated the CNMI Government with respect to your tax obligations.

5 **Response:** Denied.
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Excerpts of the Depositions of World Corporation with Dr. Lee as the Rule 30 (b)(6) designee and Kyo Sung Cho

DVD	Deposition Page	Line	Witness	File Name
DISK # 1	P 21-22	L 6-11	DR. LEE 050217-2	WCEXA2P21L6-11
DISK # 1	P 24	L 1-23	DR. LEE 050217-2	WCEXA2P24L1-23
DISK # 1	P 28	L 3-18	DR. LEE 050217-2	WCEXA2P28L3-18
DISK # 1	P 29-32	L 3-2	DR. LEE 050217-2	WCEXA2P29-32L3-2
DISK # 1	P 32-33	L 19-22	DR. LEE 050217-2	WCEXA2P32-33L19-22
DISK # 1	P 34	L 13-23	DR. LEE 050217-2	WCEXA2P34L13-23
DISK # 2, 12	P 35-36	L 11-25	DR. LEE 050217-2	WCEXA2P35-36L11-25
DISK # 2, 12	P 40	L 6-25	DR. LEE 050217-2	WCEXA2P40L6-25
DISK # 2, 12	P 42-43	L 1-25	DR. LEE 050217-2	WCEXA2P42-43L1-25
DISK # 2, 12	P 45-48	L 4-16	DR. LEE 050217-2	WCEXA2P45-48L4-16

DISK #	PAGE	LINE	REEL NAME	FILE NAME
DISK # 2	P1	L25-8	DR LEE 041014	WCV1P1L25-8
DISK # 2	P4	L9-23	DR LEE 041014	WCV1P1L9-23
DISK # 2	P4-5	L24-12	DR LEE 041014	WCV1P4-5L24-12
DISK # 3	P10-12	L15-17	DR LEE 041014	WCV1P10-12L15-17
DISK # 3	P12-13	L23-22	DR LEE 041014	WCV1P12-13L15-17
DISK # 3	P13-14	L23-3	DR LEE 041014	WCV1P13-14L23-3
DISK # 3	P15	L6-20	DR LEE 041014	WCV1P15L6-20
DISK # 3	P19-20	L22-4	DR LEE 041014	WCV1P19-20L22-4
DISK # 3	P21-23	L7-5	DR LEE 041014	WCV1P21-23L7-5
DISK # 3	P23-24	L17-9	DR LEE 041014	WCV1P23-24L17-9
DISK # 3	P24-25	L19-22	DR LEE 041014	WCV1P24-25L19-22
DISK # 3	P27-28	L3-6	DR LEE 041014	WCV1P27-28L3-6
DISK # 3	P28-29	L19-5	DR LEE 041014	WCV1P28-29L19-5
DISK # 3	P29	L13-17	DR LEE 041014	WCV1P29L13-17
DISK # 3	P29-30	L23-3	DR LEE 041014	WCV1P29-30L23-3
DISK # 3	P30-31	L4-3	DR LEE 041014	WCV1P30-31L4-3
DISK # 3	P32	L6-22	DR LEE 041014	WCV1P32L6-22
DISK # 3	P33	L1-2	DR LEE 041014	WCV1P33L1-2
DISK # 4	P34-35	L19-1	DR LEE 041014-2	WCV1P34-35L19-1
DISK # 4	P35	L2-21	DR LEE 041014-2	WCV1P35L2-21
DISK # 4	P36-37	L10-2	DR LEE 041014-2	WCV1P36-37L10-2
DISK # 4	P37	L3-21	DR LEE 041014-2	WC V1P37L3-21
DISK # 4	P37-38	L22-7	DR LEE 041014-2	WCV1P37-38L22-7
DISK # 4	P38	L18-21	DR LEE 041014-2	WCV1P38L18-21
DISK # 4	P39	L1-12	DR LEE 041014-2	WCV1P38L1-12
DISK # 4	P39	L13-22	DR LEE 041014-2	WCV1P38L13-22
DISK # 4	P39-40	L23-21	DR LEE 041014-2	WCV1P39-40L23-21
DISK # 4	P53-55	L25-9	DR LEE 041014-2	WCV1P53-55L25-9
DISK # 4	P56-58	L12-5	DR LEE 041014-2	WCV1P56-58L12-5
DISK # 4	P58-60	L5-26	DR LEE 041014-2	WCV1P58-60L5-26
DISK # 5	P59	L15-22	DR LEE 041014-2	WCV1P59L15-22
DISK # 5	P63-64	L14-7	DR LEE 041014-2	WCV1P63-64L14-7
DISK # 5	P64-65	L21-1	DR LEE 041014-2	WCV1P64-65L21-1
DISK # 5	P65	L12-14	DR LEE 041014-2	WCV1P65L12-14
DISK # 5	P69-72	L11-14	DR LEE 041014-3	WCV1P69-72L11-14
DISK # 5	P74	L1-3	DR LEE 041014-3	WCV1P74L1-3
DISK # 5	P77-78	L6-15	DR LEE 041014-3	WCV1P77-78L6-15
DISK # 5	P79-80	L24-9	DR LEE 041014-3	WCV1P79-80L24-9
DISK # 5	P85	L21-26	DR LEE 041014-3	WCV1P85L21-26
DISK # 5	P86-88	L18-2	DR LEE 041014-3	WCV1P85L18-2
DISK # 5	P93-94	L1-15	DR LEE 041014-3	WCV1P93-94L1-15
DISK # 5	P95	L13-18	DR LEE 041014-3	WCV1P95L13-18
DISK # 5	P95	L19-26	DR LEE 041014-3	WCV1P95L19-26
DISK # 6	P102-103	L12-7	DR LEE 041014-4	WCV2P102-103L12-7
DISK # 6	P111	L3-15	DR LEE 041014-4	WCV2P111L3-15
DISK # 6	P112	L5-14	DR LEE 041014-4	WCV2P112L5-14
DISK # 6	P114	L26-7	DR LEE 041014-4	WCV2P114L26-7
DISK # 6	P117-120	L25-4	DR LEE 041014-4	WCV2P117-120L25-4
DISK # 6	P122-124	L23-2	DR LEE 041014-4	WCV2P122-124L23-2
DISK # 6	P124	L12-15	DR LEE 041014-4	WCV2P124L12-15

DISK # 6	P124-125	L16-9	DR LEE 041014-4	WCV2P124-125L16-9
DISK # 6	P126	L2-15	DR LEE 041014-4	WCV2P126L2-15
DISK # 6	P130	L18-21	DR LEE 041014-4	WCV2P130L18-21
DISK # 6	P131-132	L22-6	DR LEE 041014-4	WCV2P131-132L22-6
DISK # 6	P131-132	L22-22	DR LEE 041014-4	WCV2P131-132L22-22
DISK # 7	P133	L11-20	DR LEE 041014-5	WCV2P133L11-20
DISK # 7	P136	L5-14	DR LEE 041014-5	WCV2P136L5-14
DISK # 7	P141	L16-20	DR LEE 041014-5	WCV2P141L16-20
DISK # 7	P143-144	L24-17	DR LEE 041014-5	WCV2P143-144L24-17
DISK # 7	P144	L4-17	DR LEE 041014-5	WCV2P144L4-17
DISK # 7	P147	L3-14	DR LEE 041014-5	WCV2P147L3-14
DISK # 7	P148-149	L7-10	DR LEE 041014-5	WCV2P149L7-10
DISK # 7	P150-152	L3-11	DR LEE 041014-5	WCV2P150-152L3-11
DISK # 7	P157158	L17-7	DR LEE 041014-5	WCV2P157-158L17-7
DISK # 7	P7-8	L20-17	DR LEE 041014-6	WCV2P7-8L20-17
DISK # 7	P9-10	L16-14	DR LEE 041014-6	WCV2P9-10L16-14
DISK # 7	P11	L1-5	DR LEE 041014-6	WCV2P11L1-5
DISK # 8	P12-13	L21-17	DR LEE 041014-6	WCV2P12-13L21-17
DISK # 8	P16-17	L1-20	DR LEE 041014-6	WCV2P16-17L1-20
DISK # 8	P19	L4-15	DR LEE 041014-6	WCV2P19L4-15
DISK # 8	P20-23	L16-13	DR LEE 041014-6	WCV2P20-23L16-13
DISK # 8	P23-24	L24-6	DR LEE 041014-6	WCV2P23-24L24-6
DISK # 8	P26	L15-20	DR LEE 041014-6	WCV2P26L15-20
DISK # 8	P27-29	L8-25	DR LEE 041014-6	WCV2P27-29L8-25
DISK # 8	P31-32	L23-14	DR LEE 041014-7	WCV2P31-32L23-14
DISK # 9	P32-33	L20-14	DR LEE 041014-7	WCV2P32-33L20-14
DISK # 9	P34	L22-24	DR LEE 041014-7	WCV2P34L22-24
DISK # 9	P46-48	L23-10	DR LEE 041014-7	WCV2P46-48L23-10
DISK # 9	P52-53	L15-6	DR LEE 041014-7	WCV2P52-53L15-6
DISK # 9	P56	L2-23	DR LEE 041014-8	WCV2P52L2-23
DISK # 9	P63	L22-24	DR LEE 041014-8	WCV2P63L22-24
DISK # 9	P64	L14-20	DR LEE 041014-8	WCV2P64L14-20
DISK # 9	P65-68	L13-16	DR LEE 041014-8	WCV2P65-68L13-16
DISK # 9	P82-83	L24-9	DR LEE 041014-9	WCV2P82-83L24-9
DISK # 9	P92	L7-17	DR LEE 041014-9	WCV2P92L7-17
DISK # 9	P94-95	L22-3	DR LEE 041014-10	WCV2P94-95L22-23
DISK # 9	P96	L10-14	DR LEE 041014-10	WCV2P96L10-14
DISK # 10	P98-99	L24-6	DR LEE 041014-10	WCV2P98-99L24-26
DISK # 10	P99-100	L19-11	DR LEE 041014-10	WCV2P99-100L19-11
DISK # 10	P101-102	L9-5	DR LEE 041014-10	WCV2P101-102L9-5
DISK # 10	P106-107	L24-8	DR LEE 041014-10	WCV2P106-107L24-8
DISK # 10	P109-110	L6-10	DR LEE 041014-10	WCV2P109-110L6-10
DISK # 10	P114	L1-14	DR LEE 041014-11	WCV2P114L1-14
DISK # 10	P115-116	L24-23	DR LEE 041014-11	WCV2P115-116L24-23
DISK # 11	P122-123	L22-21	DR LEE 041014-11	WCV2P122-123L22-21
DISK # 11	P122-124	L22-21	DR LEE 041014-11	WCV2P122-124L22-21

DISK #1	P3-4	L20-8	DR LEE 050217-1	WCEXA1P3-4L20-8
DISK #1	P17	L17-3	DR LEE 050217-1	WCEXA1P17-18L17-3
DISK #1	P19	L11-24	DR LEE 050217-1	WCEXA1P19L11-24

TAPE-SEG	PAGE	LINE	REEL NAME	FILE NAME
DISK # 15	P16	L10-16	KYU SANG CHO T1	WCKSCP16L10-16
DISK # 15	P27-28	L21-4	KYU SANG CHO T2	WCKSCP27-28L21-4
DISK # 15	P31	L6-11	KYU SANG CHO T2	WCKSCP31L6-11
DISK # 15	P31-32	L22-9	KYU SANG CHO T2	WCKSCP31-32L22-9
DISK # 15	P39	L7-21	KYU SANG CHO T3	WCKSCP39L7-21
DISK # 15	P45	L7-9	KYU SANG CHO T3	WCKSCP45L7-9
DISK # 15	P46-47	L24-7	KYU SANG CHO T3	WCKSCP45L24-7
DISK # 15	P49	L5-11	KYU SANG CHO T3	WCKSCP49L5-11
DISK # 15	P55	L6-17	KYU SANG CHO T4	WCKSCP55L6-17
DISK # 16	P66-68	L5-3	KYU SANG CHO T4	WCKSCP66-68L5-3
DISK # 16	P80-81	L12-18	KYU SANG CHO T5	WCKSCP80-81L12-18
DISK # 16	P83	L11-19	KYU SANG CHO T5	WCKSCP83L11-19
DISK # 16	P84-86	L11-10	KYU SANG CHO T5	WCKSCP84L11-10
DISK # 16	P98-99	L22-12	KYU SANG CHO T6	WCKSCP98-99L22-12
DISK # 17	P101	L6-13	KYU SANG CHO T6	WCKSCP101L6-13
DISK # 17	P106	L13-18	KYU SANG CHO T6	WCKSCP106L13-18
DISK # 17	P113	L11-18	KYU SANG CHO T7	WCKSCP113L11-18
DISK # 17	P114-115	L9-8	KYU SANG CHO T7	WCKSCP114-115L9-8
DISK # 17	P115-117	L16-22	KYU SANG CHO T7	WCKSCP115-117L16-22
DISK # 17	P117-118	L23-12	KYU SANG CHO T7	WCKSCP117-118L23-12
DISK # 18	P119-121	L10-5	KYU SANG CHO T7	WCKSCP119-121L10-5
DISK # 18	P121-122	L6-25	KYU SANG CHO T7	WCKSCP121-122L6-25
DISK # 19	P126	L15-24	KYU SANG CHO T7	WCKSCP126L15-24
DISK # 20	P128	L15-21	KYU SANG CHO T7	WCKSCP128L15-21
DISK # 20	P128-130	L22-18	KYU SANG CHO T8	WCKSCP128-130L22-18
DISK # 20	P132-134	L4-21	KYU SANG CHO T8	WCKSCP132-134L4-21
DISK # 20	P134-135	L23-9	KYU SANG CHO T8	WCKSCP134-135L23-9
DISK # 20	P136-137	L11-8	KYU SANG CHO T8	WCKSCP136-137L11-8
DISK # 20	P137-138	L13-1	KYU SANG CHO T8	WCKSCP137-138L13-1
DISK # 20	P138-139	L23-11	KYU SANG CHO T8	WCKSCP138-139L23-11
DISK # 20	P141-142	L17-9	KYU SANG CHO T8	WCKSCP141-142L17-9
DISK # 20	P142	L11-22	KYU SANG CHO T8	WCKSCP142L11-22
DISK # 20	P143	L7-17	KYU SANG CHO T8	WCKSCP143L7-17
DISK # 20	P143-144	L25-12	KYU SANG CHO T9	WCKSCP143-144L25-12
DISK # 20	P144	L19-25	KYU SANG CHO T9	WCKSCP144L19-25
DISK # 21	P145	L1-12	KYU SANG CHO T9	WCKSCP145L1-12
DISK # 21	P146	L6-22	KYU SANG CHO T9	WCKSCP146L6-22
DISK # 21	P147-148	L4-12	KYU SANG CHO T9	WCKSCP147-148L4-12
DISK # 21	P150-152	L2-6	KYU SANG CHO T9	WCKSCP150-152L2-6
DISK # 21	P153-154	L19-23	KYU SANG CHO T9	WCKSCP153-154L19-23
DISK # 22	P154-156	L24-1	KYU SANG CHO T9	WCKSCP154-156L24-1
DISK # 22	P163	L6-9	KYU SANG CHO T9	WCKSCP163L6-9
DISK # 22	P163	L6-25	KYU SANG CHO T10	WCKSCP163L6-25

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UNITED STATES DISTRICT COURT

FOR THE NORTHERN MARIANA ISLANDS

YU SUK CHUNG,

Plaintiff,

vs.

WORLD CORPORATION,

Defendant.

Civil Action No. 04-00001

**DEFENDANT'S RESPONSE TO
PLANTIFF'S SECOND SET OF REQUEST
FOR PRODUCTION OF DOCUMENTS AND
SECOND SET OF INTERROGATORIES**

INTRODUCTION

These responses are made solely for the purpose of this action, without waiver of, and with preservation of:

1. The right to object to all questions as to competency, relevancy, materiality, confidentiality, privilege, and admissibility of the responses and the subject matter thereof as evidence for any purpose in any further proceeding in this action (including trial);

INTERROGATORIES

Interrogatory No. 1: Identify all reasons why you hired Plaintiff.

At the outset, World Corporation or World Construction contemplated hiring the Plaintiff because of his background in planning for hotel resorts. World Corporation the subsidiary of World Construction was seeking to acquire the Diamond Hotel and plan for further development of the hotel. Plaintiff had experience in such business plans.

Interrogatory No. 3: Identify each person who participated in making the decision to transfer Plaintiff to World Construction.

See response to Second Set of Interrogatory No. 2. Chairman Cho, Kyu-Sang.

Interrogatory No. 4: Describe Your complete understanding of the terms and conditions of Plaintiffs employment with You.

With regard to World Corporation, Plaintiff agreed to provide services for the set up of the World Resort Hotel. He, however, was not employed by World Corporation or World Resort.

Interrogatory No. 6: Identify the person(s) who made the decision to hire Plaintiff for World Corporation.

Chairman Cho, Kyu-Sang of World Construction negotiated for the hire Plaintiff by World Corporation, but no final agreement was reached.

Interrogatory No. 7: Identify the occupational functions and/or job duties that Plaintiff was hired to perform.

1. Planning for acquisition of the Diamond Hotel.
2. To assist or work under the general manager of the hotel.

Interrogatory No. 9 Identify each person with knowledge of the position at World Construction to which You claim Plaintiff agreed to be transferred.

Chairman Cho, Kyu-Sang

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UNITED STATES DISTRICT COURT

FOR THE

NORTHERN MARIANA ISLANDS

YU SUK CHUNG,

Plaintiff,

vs.

WORLD CORPORATION,

Defendant.

Civil Action No. **04-00001**

**DEFENDANT'S FIRST AMENDED
RESPONSE TO
PLAINTIFF'S FIRST REQUEST FOR
INTERROGATORIES**

INTRODUCTION

These responses are made solely for the purpose of this action, without waiver of, and
with preservation of:

1
2 **Interrogatory No. 1:** Describe any and all contracts You entered with the Plaintiff concerning his
3 employment.

4 The only agreement between the Plaintiff and Defendant was memorialized by a one-page
5 document, produced to Plaintiff in Defendant's initial disclosures and dated July 22, 2003. The
6 document speaks for itself.

7
8 **Interrogatory No. 2:** Describe any and all agreements You entered with the Plaintiff concerning
9 his employment.

10 See response to interrogatory no. 1. World Corporation agreed to pay Plaintiff \$80,000 per
11 year plus \$10,000 for housing expenses as well as a house and car for his use on Saipan. However,
12 many of the terms of the contract were not finalized and no final agreement was reached and no
13 contract executed.

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7 **Interrogatory No. 5:** Why did Defendant terminate Plaintiff's employment?

8 Defendant did not terminate Plaintiff's employment. The Plaintiff agreed to take to a
9 position with World Construction in August of 2003. Plaintiff later changed his mind and refused
10 to transfer to Korea.
11

12 **Interrogatory No. 6:** Why did Defendant prohibit Plaintiff from continuing to work for
13 Defendant?

14 Defendant found that Plaintiff 's position was rendered redundant by hiring of Mr. Park, a
15 U.S. citizen. Plaintiff's work involved setting up the World Resort and planning for its initial
16 developments. This task was completed. Please also see response to interrogatory no. 11.
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7 **Interrogatory No. 9:** Identify all facts that support Your contention that the Complaint fails to
8 state a claim upon which relief can be granted, as alleged in Your first affirmative defense.

9 Plaintiff has no written contact with the Defendant for employment. Furthermore, Plaintiff's
10 visa allows him to remain in the Commonwealth, for no longer than 180 days on his Special
11 Industry Entry Permit. No contract was approved by the CNMI Division of Labor. It is the policy
12 of the CNMI Division of Labor to approve only contracts for guest workers. Please also see
13 responses to request for production nos. 5, 11, and 12.

14
15 **Interrogatory No. 10:** Identify all facts which support Your contention of waiver and estoppel, as
16 alleged in Your second affirmative defense.

17 See Pledge of Yu Suk Chung dated July 22, 2003. Please also see Plaintiff's e-mail of
18 August 13, 2003 provided in response to request for production no. 12. Defendant reserves the
19 right to supplement these answers as additional discovery is conducted.

20
21 **Interrogatory No. 11:** Identify all facts which support Your contention of unclean hands, as
22 alleged in Your third affirmative defense.

23 Plaintiff was unequipped to run the World Resort Hotel. Plaintiff was not fluent in English
24 and was unable to communicate with staff. World Resort hoped that Plaintiff could act as an
25 assistant general manager to work under Mr. Kikawa, the former general manager of the Diamond

1 Hotel. However, Plaintiff conspired to become the general manager in place of Mr. Kikawa.
2 Plaintiff informed Mr. Kikawa that Mr. Chung would be the general manager not Mr. Kikawa,
3 against the wishes of World Corporation. Mr. Kikawa later chose not to accept the position of
4 general manager. The Plaintiff also became abusive to the employees of World Resort and caused
5 several employees to gather together to unionize the hotel to prevent further ill treatment by the
6 Plaintiff. Defendant reserves the right to supplement these answers as additional discovery is
7 conducted.

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9 **Interrogatory No. 12:** Identify all facts which support Your contention that any contract entered
10 if any is void in violation of the Commonwealth of the Northern Mariana Islands laws, as alleged
11 in Your fourth affirmative defense.

12 The Plaintiff entered Saipan on a Special Industry Entry Permit. This permit would expire
13 after 180 days. Furthermore, the Department of Labor and Immigration routinely refuses to
14 approve multiyear contracts and did not approve any contract between the parties.
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13 **Interrogatory No. 15:** Identify Plaintiff's responsibilities as an employee of Defendant.

14 Plaintiff performed as if he was general manager during this period, due to the resignation of
15 the general manager of the Diamond Hotel. However, he was not an employee of the World
16 Resort.

17
18 **Interrogatory No. 16:** Identify and describe all of the compensation paid to Plaintiff by the
19 Defendant during his employment with World Corporation.

20 \$80,000 per year. \$10,000 housing allowance. Use of a house and company car. However,
21 Plaintiff was not employed by World Corporation.

22
23 **Interrogatory No. 17:** Describe why the compensation to Plaintiff ceased.

24 The compensation of the Plaintiff ceased because he refused to report to his new job
25 assignment in Korea as of September 1, 2003.

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2 **Interrogatory No. 18:** Identify the person(s) who assumed responsibility for Plaintiff duties with
3 Defendant after September 2003..

4 B.K. Park.
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